

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

|                       |   |                            |
|-----------------------|---|----------------------------|
| OLIVER DOUCE,         | ) |                            |
|                       | ) |                            |
| Plaintiff,            | ) |                            |
|                       | ) |                            |
| vs.                   | ) | Case No.: 08-CV-0483(Cote) |
|                       | ) |                            |
| AT&T MOBILITY LLC AND | ) |                            |
| KATHLEEN BROOM,       | ) |                            |
|                       | ) |                            |
| Defendants.           | ) |                            |
|                       | ) |                            |
|                       | ) |                            |
|                       | ) |                            |
|                       | ) |                            |

**DECLARATION OF NEAL S. BERINHOUT**  
**IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS OR IN THE ALTER-**  
**NATIVE, FOR A STAY PENDING ARBITRATION**

I, Neal S. Berinhout, declare as follows:

1. I am employed by AT&T Mobility LLC ("ATTM") as Associate General Counsel — Litigation. In that position, I have been involved with reviewing the contracts used by ATTM for the provision of wireless services. I am familiar with ATTM's procedures for archiving, retaining, and retrieving true and correct copies of contracts between ATTM and its customers.

2. The following facts are of my own personal knowledge, and if called as a witness I could and would testify competently as to their truth.

3. As a condition of obtaining wireless service from ATTM and activating wireless phones for use with ATTM's network, customers must agree to an ATTM Wire-

less Service Agreement (“WSA” or “Agreement”) that sets forth or incorporates by reference the terms and conditions of service.

4. In the regular and ordinary course of business, ATTM maintains records that contain information relevant to its customers’ accounts.

5. At my direction, employees of ATTM have retrieved records relating to the account of Plaintiff Oliver Douce (“Douce”).

6. Some ATTM subscribers are required physically to sign their WSA at a store to accept the terms of the Agreement and to activate service. Other subscribers instead must execute an electronic signature through an Interactive Voice Response (“IVR”) system, which is accessed by calling a toll-free telephone number.

7. In the course of the activation process, the subscriber receives a copy of the Agreement just completed, the applicable Terms of Service booklet, the rate plan, and applicable feature brochures.

8. ATTM has identified Douce’s customer records, and I can provide details of Douce’s account history based on my review of these records.

9. According to ATTM’s records, on or about December 20, 2007, Douce activated service with ATTM, and signed a WSA. A true and correct copy of Douce’s WSA, with some information redacted to ensure confidentiality, is attached hereto as Exhibit 1.

10. Douce’s WSA states that it “incorporates and includes by reference ATTM’s current service Terms and Conditions Booklet #FMSTCT08070114E including its binding arbitration clause.” Under ATTM’s standard business practices, Douce would

have been provided with this Terms and Conditions booklet at the time he received the WSA. A true and correct copy of that booklet, which contains the terms and conditions of Douce's Agreement, including the arbitration clause, is attached hereto as Exhibit 2.

11. The features of the arbitration provision are explained on ATTM's website at <http://www.att.com/disputeresolution> and at <http://www.att.com/arbitration-information>. (For the convenience of current and former customers, those web pages may also still be accessed at <http://www.cingular.com/disputeresolution> and <http://www.cingular.com/arbitration-information>.) The web page at <http://www.att.com/arbitration-information> provides information designed to explain the arbitration process to non-lawyers.

12. Under ATTM's arbitration provision, customers who seek to arbitrate their disputes are required to send ATTM a notice of their dispute. A true and correct copy of the Notice of Dispute form provided by ATTM on its website (at <http://www.att.com/arbitration-forms>) is attached as Exhibit 3.

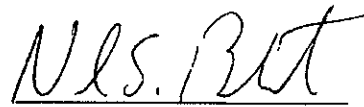
13. If a dispute is not resolved within 30 days of the notice of dispute, the customer can initiate arbitration proceedings by completing a Demand for Arbitration form and submitting copies to the AAA and ATTM. The form can be downloaded from the AAA website (at <http://www.adr.org/>) or a simplified version may be downloaded from ATTM's own website (at <http://www.att.com/arbitration-forms>). Copies of these forms are attached as Exhibits 4 and 5.

14. Under ATTM's arbitration provision, subscribers also have the option of bringing claims against AT&T in small claims court rather than in arbitration.

15. I understand that Plaintiff has named Kathleen Broom as a Defendant. Ms. Broom is a paralegal in the ATTM Legal Department and reports to me. When ATTM first received the Complaint, I instructed one of the members of my team to contact Plaintiff to ask whether he would dismiss Ms. Broom from the lawsuit, as there is no reason to subject her to this litigation for actions she took on behalf on ATTM. Plaintiff refused to do so.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 17, 2008.

A handwritten signature in black ink, appearing to read "NLS. Berinhout", written over a horizontal line.

Neal S. Berinhout

## **EXHIBIT 1**



## Customer Service Summary

OLIVER DOUCE

## My Service

Wireless Number:

Rate Plan: NATION 450 ROLL PROMO UNL M2M 5K N&amp;W

Rate Plan Charge:\* \$39.99

Term of Service: 24 months

Anytime/Daytime Minutes: 450

Night/Weekend Minutes: 5000

Mobile to Mobile Minutes: Unlimited

Activation Fee: \$36.00

\*Additional charges apply. See page 2 for details.

## My Plan Details

|                  |          |
|------------------|----------|
| ROLLOVER MINUTES | Included |
|------------------|----------|

- Unused, accumulated Anytime Minutes that carry over from month to month.
- Start accumulating after your first full billing period; expire after 12 rolling bill periods.
- Oldest Rollover Minutes are used first. Not transferable or redeemable for cash or credit.
- If you change rate plans, any accumulated Rollover Minutes in excess of the new plan's number of monthly anytime minutes will expire upon such change.

|                          |          |
|--------------------------|----------|
| MOBILE TO MOBILE MINUTES | Included |
|--------------------------|----------|

- Calls made to and from other AT&T customers in your mobile to mobile calling area do not count against Anytime Minutes
- Minutes do not rollover (exceptions may apply)

|                            |          |
|----------------------------|----------|
| NIGHTS AND WEEKEND MINUTES | Included |
|----------------------------|----------|

- For use in your calling plan area only
- Mon. - Fri. 9pm to 6am
- Sat. and Sun. 24 hours a day through 6am Mon.
- Minutes do not count against Anytime Minutes

|                  |          |
|------------------|----------|
| BASIC VOICE MAIL | Included |
|------------------|----------|

|           |          |
|-----------|----------|
| CALL HOLD | Included |
|-----------|----------|

|                |        |
|----------------|--------|
| OTHER FEATURES | \$9.99 |
|----------------|--------|

- To review additional features on your plan please visit [att.com/wireless](http://att.com/wireless) for details

## Using My Phone

Phone Model:

To learn more about using your phone, go to: [att.com/DeviceSupport](http://att.com/DeviceSupport).

## Using My Voicemail

Set Up Mailbox/Check Messages

PRESS and HOLD to dial your voicemail and follow the prompts.

Check Messages From Another Phone

1. Dial your 10-digit wireless phone number.
2. When the greeting begins, PRESS .
3. Enter your password and follow the prompts.

Forgot Your Password?

Dial 611 and follow the prompts to reset.

To learn more about using your voicemail, go to: [att.com/WirelessVoicemail](http://att.com/WirelessVoicemail).

## Services

Check usage or balance via a FREE text message.

DIAL: M I N # (\*646#)

DIAL: B A L # (\*225#)

Check data usage via a FREE text message.

DIAL: D A T A # (\*3282#)

FREE instant access to our automated bill pay system.

DIAL: P A Y (\*729)

See [att.com/StarServices](http://att.com/StarServices) for:

- TXT-2-PAY: A monthly text message reminder of your bill — and you can pay just by replying.
- Limits regarding \*MIN#.

## Contact Us

Web: [att.com/wireless](http://att.com/wireless)

Wireless Phone: 611

Landline: 1-800-331-0500

Store Phone: 212-734-7550

Store Manager: LARRY DANTZLER

Generated on: 12/20/2007

Manage your account online! View your current balance, detail billing records, pay your bill and access this document by registering for online account management at: [att.com/Mywireless](http://att.com/Mywireless).

nc

**Understanding My First Bill**

Your first bill may be higher than expected! The bill may include:

- Activation fee.
- One month's service billed in advance.
- Prorated charges and fees for the month when you signed up.

The sample bill is not part of your contract.

Start Of Billing Cycle: 26th of the month

|  |                          |                         |
|--|--------------------------|-------------------------|
| Wireless Summary For:<br>OLIVER DOUCE  |                          |                         |
| Monthly Service Charges  | First<br>Month's Bill    | Ongoing<br>Monthly Bill |
| Rate Plan  |                          |                         |
| NATION 450 ROLL PROMO UNL (Prorated)   | 8.00                     |                         |
| M2M SK N&W   | 39.99                    | 39.99                   |
| NATION 450 ROLL PROMO UNL  |                          |                         |
| M2M SK N&W   |                          |                         |
| Optional Services  |                          |                         |
| MEDIA BASIC BUNDLE   | 11.99                    | 9.99                    |
|  |                          |                         |
| Total Monthly Service Charge   | \$59.98                  | \$49.98                 |
| Usage, Additional Minutes, Roaming,<br>Directory Assistance (411) and<br>Long Distance Charges | BASED ON<br>ACTUAL USAGE |                         |
|  |                          |                         |
| Credits, Adjustments & Other Charges*  |                          |                         |
| Activation Fee   | 36.00                    |                         |
| Regulatory Cost Recovery Charge  | .86                      | .86                     |
| Federal Universal Service Fund   | 2.85                     | 1.48                    |
| State Universal Service Fund   |                          |                         |
| Other AT&T Surcharges  | 7.74                     | 4.03                    |
| Total Credits, Adjustments & Other Charges   | \$47.45                  | \$6.37                  |
| Government Fees & Taxes  |                          |                         |
| State and Local Tax  | 9.12                     | 4.75                    |
| 911 Fee  | 1.50                     | 1.50                    |
| Total Government Fees & Taxes**  | \$10.62                  | \$6.25                  |
|  |                          |                         |
| Total Charges: (ESTIMATED)   | \$118.05                 | \$62.60                 |

\*AT&T Imposes either a Regulatory Cost Recovery Charge of up to \$1.25 or a Regulatory Programs Charge of \$1.75 to help defray costs incurred in complying with State and Federal telecom regulation; State and Federal Universal Service charges, and surcharges for government assessments on AT&T. These are not taxes or government-required charges.

\*\*The estimates above are based on the highest tax/fee/surcharge rates assessed in your state; actual charges may vary. For actual state percentages, visit [att.com/AdditionalCharges](http://att.com/AdditionalCharges).

To prevent unauthorized charges, notify AT&T immediately if your phone is lost or stolen. Your rate plan brochure/contract controls if inconsistent with this document. Copyright 2007 AT&T. All rights reserved. ©2007 AT&T Knowledge Ventures. All rights reserved. AT&T is a registered trademark of AT&T Knowledge Ventures.

**Standard Charges**

Additional Minutes: 45¢/min.

411: Airtime Minutes + \$1.79

Text Messages: 15¢ (25¢/50¢ Intl)/msg.

Multimedia Messages: 25¢/msg.

Media Net: 1¢ per KB

\*Charged for messages sent and received.

Airtime Minutes Apply To:

- Toll-free numbers (800, 866, etc.)
- Incoming, outgoing and long distance calls
- Voicemail

Mobile to Mobile Minutes

Apply when dialing from your calling area.

Roaming Charges

If your rate plan does not include roaming, you will be billed 89¢/min. for calls made or received outside of the plan's coverage area.

**Our Policies**

30-Day Equipment Return Policy

- AT&T Stores: All returns/exchanges must be like new, with all original packaging, accessories, manuals and proof of purchase. Otherwise, a re-stocking fee of \$25 (voice devices) or \$50 (data devices) is charged. See our complete policy at: [att.com/ReturnPolicy](http://att.com/ReturnPolicy).
- Other Locations: See the specific location's return policy.

30-Day Service Cancellation Policy

- Payment required for services used.
- Activation/Upgrade fee not refundable after 3 days of purchase (excluding national holidays).
- See our complete policy at: [att.com/ReturnPolicy](http://att.com/ReturnPolicy).

One-Year Manufacturer's Warranty

For repairs or replacement of your wireless phone with original proof of purchase, call 1-800-801-1101 or go to [att.com/wireless](http://att.com/wireless).



Customer Service Summary

OLIVER DOUCE

## Wireless Service Agreement

Wireless Number:

Account Number:

The Wireless Service Agreement consists of:

1. This Customer Service Summary.
2. The Terms of Service.
3. The rate plan and applicable feature terms.

Door-To-Door Sale

IF THIS IS A DOOR-TO-DOOR SALE, I MAY HAVE A LEGAL RIGHT TO CANCEL THIS TRANSACTION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF APPLICABLE, I WILL REVIEW THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

Guaranty

If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

Contract Provisions

This Agreement incorporates and includes by reference AT&T's current service Terms and Conditions Booklet # FMSTCT08070114E including its binding arbitration clause. This Agreement also incorporates and includes by reference the versions of the following AT&T brochures that are effective as of the date of this Agreement: i. AT&T's Rate Plan Brochure describing the services listed above under "Monthly Plan;" and, ii. AT&T's Features Brochure(s) describing the service feature(s) listed above under "Optional Features." I acknowledge that the Terms and Conditions Booklet, the Rate Plan Brochure and the Features Brochure(s) were separately provide to me at the time I signed this Agreement.

Early Termination Fee

If I terminate this Agreement before expiration of my Service Commitment, I will pay AT&T an Early Termination Fee of \$175 for each wireless telephone number associated with the service.

Service/Coverage Limitations

Service is not available at all times in all places. Coverage maps are available at att.com/wireless and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. I accept AT&T's service with these limitations.

30-Day Cancellation Policy

I may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. I will pay for service fees and charges incurred through the termination date, but AT&T will refund my activation fee, if any, if I terminate within three (3) days of activating the service. Also, I may have to return any handsets and accessories purchased with this Agreement. If I terminate after the 30th day but before expiration of the Agreement's Service Commitment, I will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service.

Mobile Content

I understand that wireless devices can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or others ("Mobile Content"). I understand that I am responsible for all charges associated with such purchases from any device assigned to my account (including devices assigned to minors), that these charges will appear on my bill, and that such purchases can be restricted by use of parental controls or similar features.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS SEPARATE TERMS OF SERVICE, RATE PLAN BROCHURE AND FEATURES BROCHURE(S) (including but not limited to, their Changes to Terms and Rates, Limitation of Liability and Arbitration provisions).

## My Service Details

Agreement Start Date: 12/21/07

Deposit Amount: \$0

Dealer/Sales Code: AWE1

IMEI:

SIM:

## Signing My Agreement

You will sign this agreement electronically.

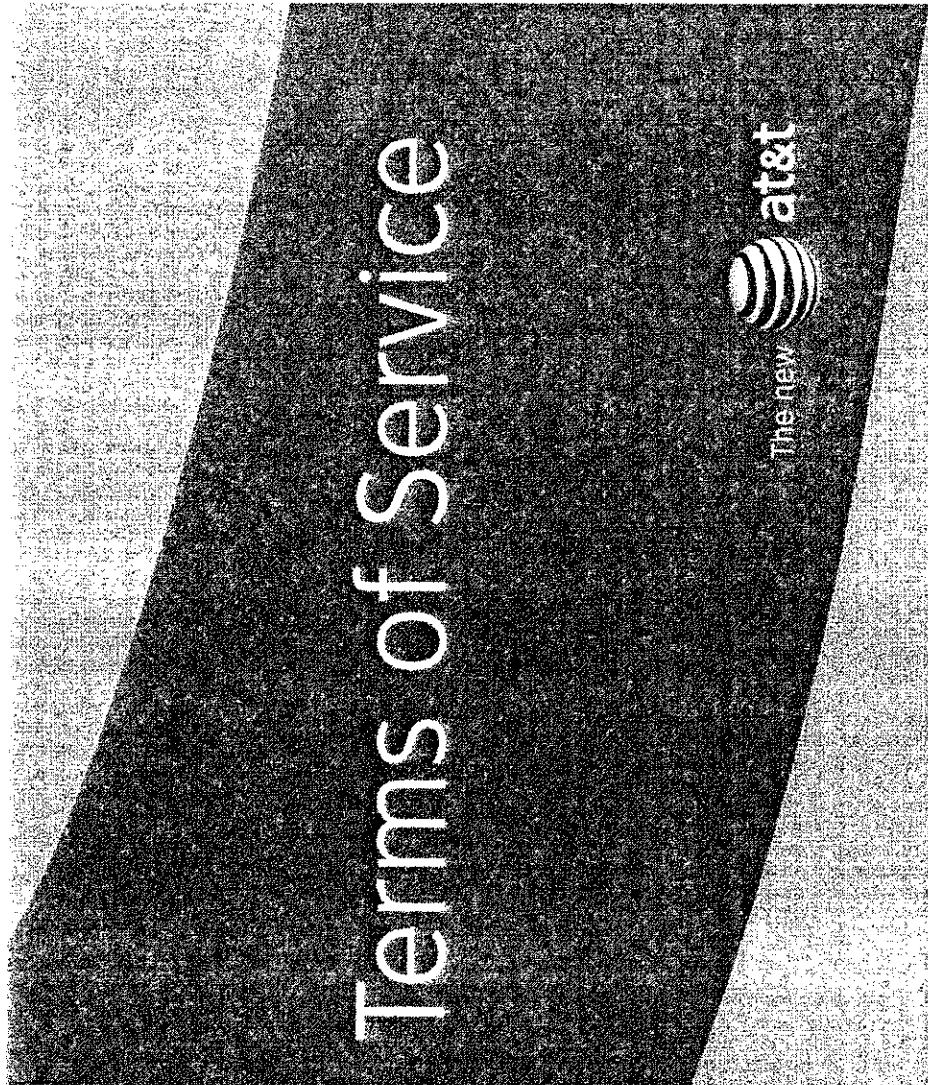
1. If you do not sign using a signature capture device, dial \*862 from your phone or 1-866-895-1092.
2. Listen and follow the prompts.
3. Upon completion, your phone will be activated.

If electronic signature is not available, please sign below:

Signature: *Oliver Douce*



## **EXHIBIT 2**



|       |  |
|-------|--|
| 1     | Terms of Service                             |
| 1     | Service Commitment; Early Termination Fee    |
| 1-2   | 30-Day Cancellation Period/Termination       |
| 2-3   | Charges and Disputes                         |
| 3-4   | Purchases and Authority to Use               |
| 4     | Unauthorized Charges to Your Phone           |
| 4     | Unlimited Voice Services                     |
| 5     | Off-Net Usage                                |
| 5-6   | Billing and Payment                          |
| 7     | If Your Phone Is Lost or Stolen              |
| 7     | Dishonored Checks and Other Instruments      |
| 7-8   | Changes to Terms and Rates                   |
| 8     | Contingent Benefits                          |
| 9     | Equipment                                    |
| 9     | Advance Payments and/or Deposits             |
| 9-10  | Late Payment Charges                         |
| 10-11 | Service Limitations; Limitation of Liability |
| 11    | Account Access                               |
| 12    | Voicemail Service                            |
| 12    | Dispute Resolution by Binding Arbitration    |
| 12-16 | Arbitration Agreement                        |
| 16-17 | Miscellaneous                                |
| 17    | Questions About Your Service                 |

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and also limits the remedies available to you in the event of a dispute.

**SERVICE COMMITMENT; EARLY TERMINATION FEE**

Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy, or (b) pursuant to a change of terms, conditions, or rates as set forth below, you agree to pay us with respect to each Equipment identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175 ("Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based. AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

**30-DAY CANCELLATION PERIOD/TERMINATION**

You may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. You will pay for service fees and charges incurred through the termination date, but AT&T will refund your activation fee, if any, if you terminate within three (3) days of

activating the service. Also, you may have to return any handsets and accessories purchased with this Agreement. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service. Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives, or if we discover that you are underage, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

#### **CHARGES AND DISPUTES**

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY US IN WRITING AT AT&T, BILL DISPUTE, SUITE 1400, 5565 GLENRIDGE CONNECTOR, P.O. BOX 16, ATLANTA, GA 30342 ("AT&T'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T.

To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Subscriber must live and have a mailing address within AT&T's owned network coverage area.

#### **PURCHASES AND AUTHORITY TO USE**

Your AT&T phone can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any phone assigned to your account or on-line. Charges for Goods, Content, and Services will appear on your bill. Data transport charges are also incurred in the purchase of mobile content and such charges appear separately on your bill. Unless you have a data plan, in which case you will be billed according to your data plan, you will be billed at the standard per kilobyte charge for the mobile content transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all phones and other devices containing a SIM assigned to your account ("Equipment"). Except as otherwise provided in this Agreement, if such Equipment is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

You are responsible for all equipment containing a SIM assigned to your account. Subject to our policy for lost or stolen equipment (see BILLING AND PAYMENT section below), if your equipment is used by others, you are responsible for such usage and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from those devices, including subscription services, and to incur charges for those Goods, Content, and Services that will appear on your bill and 2) to give any consent required for those Goods, Content, and



Services, including the consent to use that user's location information to deliver customized information to that user's device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. In some cases our directory assistance service (411) will use the location of a device to deliver relevant customized information based upon the user's request. By using this service, you are consenting to our use of your location information for such purpose.

**UNAUTHORIZED CHARGES TO YOUR PHONE: (CALIFORNIA CUSTOMERS ONLY)**

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. Unauthorized charges may include calls made to or from your phone or other device ("Device") after it was lost or stolen. (See section "IF YOUR PHONE IS LOST OR STOLEN"). If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission. While an investigation is underway, you do not have to pay any charges you dispute and may have other rights.

**UNLIMITED VOICE SERVICES**

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**OFF-NET USAGE**

If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**BILLING AND PAYMENT**

Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select AT&T rate plans, provided, however, that in either case, if you elect to receive your bills for your AT&T services combined with your landline phone bill (where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Equipment. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of services (for example, a predetermined amount of



airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of services. Charges for usage of services on networks maintained by other carriers or on networks acquired by AT&T after August 31, 2004, may appear on your bill after the billing cycle in which the usage occurred. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other device ("Equipment") is lost or stolen, you must contact us immediately to report the Equipment lost or stolen. You may be responsible for all charges incurred on your phone number until you report the theft or loss. You will cooperate with us in the investigation of the loss or theft and will provide a police report number to us if requested. AT&T will take into account the information provided by the customer to evaluate on an individual basis whether grounds exist for further relief. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

**IF YOUR PHONE IS LOST OR STOLEN**

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. (California Customers see section "Unauthorized Charges to Your Phone".) Once you report to us that the Device is lost or stolen and your Device is suspended you will be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend service without a charge by contacting us at the phone number listed on your bill or at [www.att.com/wireless](http://www.att.com/wireless). If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. You have a duty to act in a reasonable and responsible manner in reporting your Device as lost or stolen and we have a duty to act in a reasonable and responsible manner in responding to your report.

**DISHONORED CHECKS AND OTHER INSTRUMENTS**

We will charge you \$30 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

**CHANGES TO TERMS AND RATES**

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. You understand and agree that

State and Federal Universal Service fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR EQUIPMENT, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

#### **CONTINGENT BENEFITS**

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement, and such Benefits may be modified or terminated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or that rate plan. You may receive Benefits because of your agreement to have the charges for your service billed ("Joint Billing") by a landline company affiliated with AT&T ("Affiliate") or because you subscribe to certain services provided by an Affiliate. If you cancel Joint Billing or the Affiliate service your rates will be adjusted without notice to a rate plan for which you qualify.

**EQUIPMENT**

Your Equipment must be compatible with, and not interfere with, our service and must comply with all applicable laws, rules, and regulations. We may periodically program your Equipment remotely with system settings for roaming service and other features that cannot be changed manually. Equipment purchased for use on AT&T's system is designed for use exclusively on AT&T's system. You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You can get details on AT&T policies for modifying Equipment by calling 1-866-246-4852.

**ADVANCE PAYMENTS AND/OR DEPOSITS**

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

**LATE PAYMENT CHARGES**

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see [http://www.nationalnanpa.com/area\\_code\\_maps](http://www.nationalnanpa.com/area_code_maps)). You agree that for amounts not paid by the due date, AT&T may charge, as a part of its rates and charges, and you

agree to pay, a late payment fee of \$5 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, OH, OK, PA, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

**SERVICE LIMITATIONS; LIMITATION OF LIABILITY**

Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900, and international destinations) or certain websites at our sole discretion. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Equipment, including use in a vehicle; (d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of service by AT&T; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment

of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, AT&T shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Equipment or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**ACCOUNT ACCESS**

You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

**VOICEMAIL SERVICE**

We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

**DISPUTE RESOLUTION BY BINDING ARBITRATION**

Please read this carefully. It affects your rights.

**Summary:**

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1 800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. AT&T will pay all costs of arbitration, no matter who wins, so long as your claim is not frivolous. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you and your attorney a special premium if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

**ARBITRATION AGREEMENT**

(1) AT&T and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
  - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - claims that may arise after the termination of this Agreement.
- References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at <http://att.com/arbitration-forms>.



(3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at <http://att.com/arbitration-information>.) All issues are for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator is bound by the terms of this Agreement. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is:

- equal to or less than the greater of (a) \$5,000 or (b) the maximum claim that may be brought in small claims court in the county of your billing address; and
- greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
  - pay you the greater of (a) \$5,000 or (b) the maximum claim that may be brought in small claims court in the county of your billing address ("the premium") instead of the arbitrator's award; and
  - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the premium and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the premium and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

(6) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change and require AT&T to adhere to the language in this provision if a dispute between us arises.

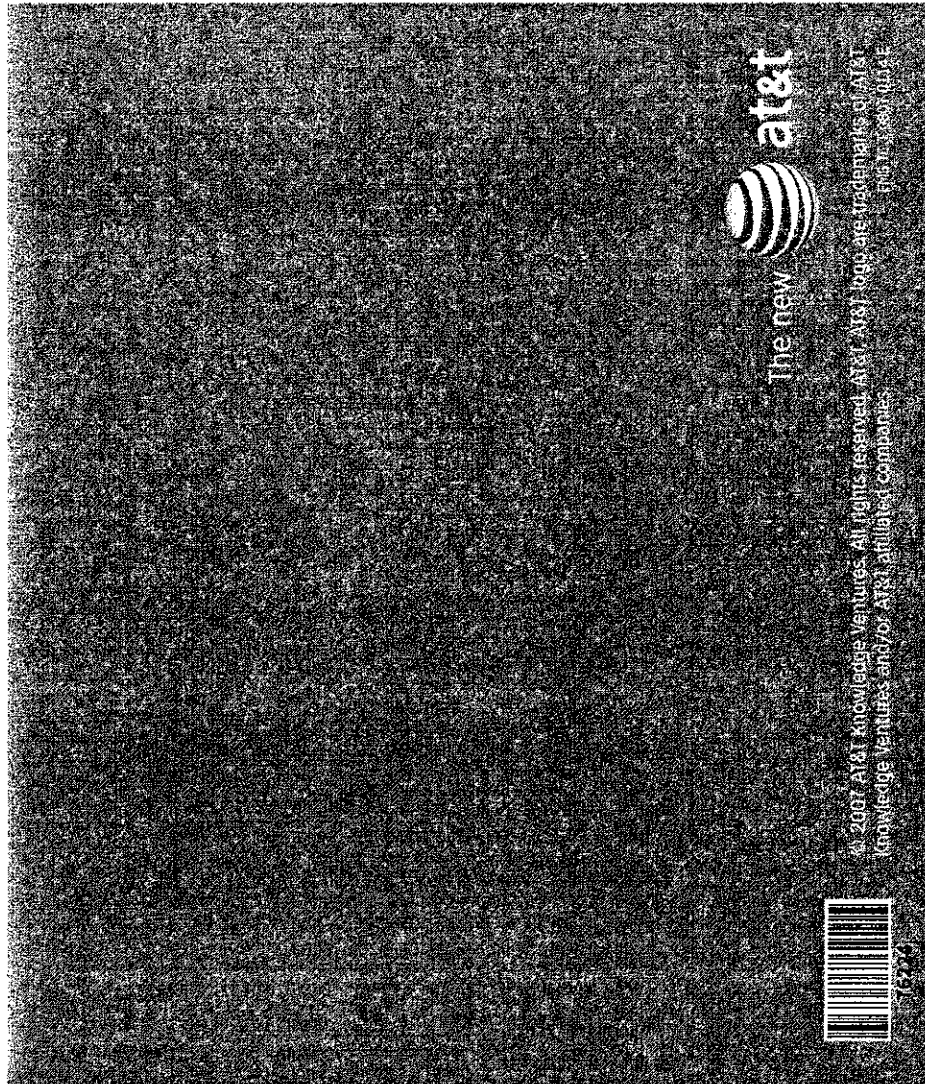
#### **MISCELLANEOUS**

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described herein that are posted on applicable AT&T websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or

inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

**Connecticut Customers/Questions About Your Service**

If you have any questions or concerns about your AT&T Mobility service, please call Customer Care at 1-800-331-0500, dial 611 from your wireless phone or visit [www.att.com/wireless](http://www.att.com/wireless). If you have questions about the Unlimited Local or Unlimited Long Distance service, please call 1-800-288-2020 or visit [www.att.com](http://www.att.com). If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: [www.state.ct.us/dpuc](http://www.state.ct.us/dpuc); Phone: 866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.



## **EXHIBIT 3**

### AT&T — Notice of Dispute

AT&T Mobility ("AT&T"), formerly Cingular Wireless, is committed to resolving its customers' disputes in a fair and efficient manner. If you are unsatisfied with the resolution that a customer service representative offers for a problem that you are experiencing, you may notify us of your dispute by sending this form to AT&T's legal department.

**Please complete this form in its entirety (printing legibly). Retain a copy for your records and send the completed form by certified U.S. mail to: General Counsel, AT&T Mobility LLC, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342.**

An AT&T representative will respond within 30 days of receiving this form. If the dispute is not resolved to your satisfaction, you may begin arbitration by submitting a Demand for Arbitration to the American Arbitration Association. We provide further details on our website (at <http://www.cingular.com/disputeresolution>), as well as a Demand for Arbitration form.

\_\_\_\_\_  
Name of account holder

\_\_\_\_\_  
Account number

\_\_\_\_\_  
Mobile phone number

\_\_\_\_\_  
Additional number at which you may be reached  
during business hours

Your email address: \_\_\_\_\_

Your fax number: \_\_\_\_\_

Your billing address: \_\_\_\_\_  
\_\_\_\_\_

If you are an authorized representative of the account holder, please print your name, your relationship to the account holder, your address, and a phone number at which you may best be reached during business hours:

**Please briefly describe the nature of your dispute and attach any supporting documents that you wish. If necessary, please use the reverse side.**

**Please briefly describe the relief that you would like from AT&T.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **EXHIBIT 4**



**AMERICAN ARBITRATION ASSOCIATION  
SUPPLEMENTARY PROCEDURES FOR  
CONSUMER-RELATED DISPUTES**

**How to file a claim; consumers should:**

- Fill out this form and retain one copy for your records.
- Mail two copies of this form and your check or money order made payable to the AAA, to the AAA Case Management Center nearest to you. Please consult Section C-8 of the *Supplementary Procedures for Consumer-Related Disputes* for the appropriate fee.
- Send a copy of this form to the business.

**How to file a claim; businesses should:**

- Fill out this form and retain one copy for your records.
- Mail two copies of this form and your check or money order made payable to the AAA, to the AAA Case Management Center nearest to you. Please consult Section C-8 of the *Supplementary Procedures for Consumer-Related Disputes* for the appropriate fee.
- Send a copy of this form to the consumer by registered mail return receipt requested.

**1** How is this claim being filed? Check only one.

☐ By request of the consumer (A copy of the arbitration agreement **must** be attached. A copy of this form **must** also be sent to the business)

☐ By request of the business (A copy of the arbitration agreement **must** be attached. A copy of this form **must** also be sent to the consumer by registered mail return receipt requested)

-or-

☐ By mutual agreement ("submission") of the parties (both parties **must** sign this form)

**2** Briefly explain the dispute.

**3** Do you believe there is any money owed to you? If yes, how much?

**4** Is there any other outcome you want? ☐ Yes ☐ No  
If yes, what is it?

**5** Preferred hearing locale (if an in-person hearing is held) \_\_\_\_\_

**6** Fill in the following information

**Consumer**

Name of Consumer \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Signature of Consumer \_\_\_\_\_

Representative \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

**Business**

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Signature of Business \_\_\_\_\_

Representative \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

**AAA Customer Service 1-800-778-7879**

**AAA Web site: [www.adr.org](http://www.adr.org)**

## **EXHIBIT 5**

**AT&T**  
**Consumer Demand for Arbitration before the**  
**American Arbitration Association**

**AMERICAN ARBITRATION ASSOCIATION**  
**SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES**

**Instructions on filing a claim:**

1. Please fill out this form and retain one copy for your records.
2. Mail **two** copies of this form and your check or money order to the American Arbitration Association Case Management Center nearest to you. Please consult Section C-8 of the *Supplementary Procedures for Consumer-Related Disputes* for the appropriate fee. Information regarding the nearest Case Management Center and the appropriate fee is available at <http://www.adr.org> or by calling AAA Customer Service at (800) 778-7879. Please make your check or money order payable to the American Arbitration Association.
3. Send a copy of this form and of your check or money order to Cingular at: AT&T Mobility LLC, General Counsel, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342. Upon receipt, AT&T will reimburse you for your filing fee.
4. Please also include the attached copy of AT&T's arbitration provision with each copy of this form.

**Your Personal Information:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

If an in-person hearing is held, the arbitration will take place in the county of your billing address.  
Please tell us the county and state to which your bills are sent: \_\_\_\_\_

**Your Attorney's Information (Please leave blank if you are representing yourself)**

Attorney's Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

**Briefly explain the nature of your dispute. You may use additional pages:**

**How much money do you believe you are owed? If none, leave blank:**

**Do you desire any non-monetary outcome? If no, leave blank:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_